

**INTERLOCAL AGREEMENT
BETWEEN SKAMANIA COUNTY AND CLARK COUNTY
FOR CONTRACTING OF PUBLIC HEALTH SERVICES**

WHEREAS, it would be beneficial for effective public health for Skamania County to continue to contract with Clark County to provide public health services in Skamania County beginning January 1, 2005; and

WHEREAS, Clark County is willing to provide public health services to Skamania County; and

WHEREAS, pursuant to RCW Chapter 39.34, this Interlocal Agreement is designed to continue the formal relationship between the parties, in order for Clark County to provide public health services to Skamania County.

NOW THEREFORE, pursuant to RCW 39.34.030, this agreement is made by and between Skamania County and Clark County, and the parties hereby agree as follows:

1. PURPOSE

Clark County will provide to the citizens and taxpayers of Skamania County public health services in accordance with Washington state law, within resources available and according to the needs of Skamania County residents, in a manner similar to the type and standard of services provided by Clark County to its citizens and taxpayers. Clark County will also provide public health services consistent with the rules and requirements of the various regulatory and granting agencies.

2. PUBLIC HEALTH ADVISORY BOARD/ INTERGOVERNMENTAL COMMUNICATION

A. Clark County will maintain a Public Health Advisory Council to advise the Clark County Board of Health on providing health services in Clark and Skamania Counties. Skamania County shall appoint two members to serve on the Board to represent Skamania County's interest under this agreement.

B. The Clark County Health Department (CCHD) will inform and consult with Skamania County Board of Health (SCBH) on other issues or decisions not discussed by the advisory board that may impact Skamania County public health services.

3. RESPONSIBILITIES OF SCBH. SCBH shall:

A. Permit CCHD to provide public health service on its behalf within its jurisdiction for the duration of this contract.

- B. Allow CCHD access to SCBH files, records, and other pertinent information as needed by CCHD.
- C. For contracts not directly assigned to Clark County for Skamania County public health services, timely review reports and requests for reimbursement submitted by CCHD for services provided for and in Skamania County and, when determined to be correct and complete, submit these documents to the Washington State Department of Health or other required agencies.
- D. Timely review proposed budgets, contract amendments, and budget amendments and notify CCHD of the actions of the Skamania County Board of Health.
- E. Negotiate with CCHD an annual budget that permits CCHD to provide public health services in Skamania County
- F. Appoint representatives to the Clark County Public Health Advisory Council as provided in Section 1.
- G. Generally adopt the public health policies and procedures of CCHD; provided:
 - 1) Following consultation with the director of CCHD, SCBH shall notify CCHD of any policies deemed inappropriate for Skamania County public health needs within 60 days of the beginning of this contract.
 - 2) Following consultation with the director of CCHD, review CCHD's proposed public health policies affecting Skamania County and, within 60 days of receipt of the proposed policy, either adopt the same policy or notify CCHD that it deems the policy to be inappropriate for Skamania County.

4. **RESPONSIBILITIES OF CLARK COUNTY.** In addition to Section 1, Clark County shall:

- A. Provide public health services in Skamania County, including but not limited to those that are mandated and those that are supported through Consolidated Contract with the Washington Department of Health:
 - 1) Vital Records – Birth and Death Certificates
 - 2) Assessment
 - 3) Infectious Disease Response and Control
 - 4) Parent Child Health Programs
 - 5) Women, Infants, and Children Program – WIC Nutrition Program
 - 6) Family Planning
 - 7) Clinical Services, including immunization services
 - 8) Tobacco Prevention
 - 9) Environmental Health Services for Water, Solid Waste, Liquid Waste, and Food
 - 10) Public Health Emergency Preparedness and Response

- 11) Health Officer services including health leadership and coordination, with special emphasis on surveillance of infectious diseases, investigation and response to disease outbreaks, TB, HIV, and bioterrorism/public health emergencies
 - 12) Assist and advise the SCBH in substantive matters related to changes in state or federal public health requirements or administrative rules and regulations and changes in public health practices.
- B. For contracts not directly assigned to CCHD for Skamania County public health services, timely prepare and submit completed reports, requests for reimbursement and supporting documentation to SCBH consistent with the requirements of the funding agency for review and approval.
 - C. For contracts directly assigned to CCHD for Skamania County public health services, timely prepare and submit completed reports, requests for reimbursement and supporting documentation to funding agencies consistent with the requirements of the funding agency for review and approval. Provide copies of reports, requests for reimbursement and supporting documentation to SCBH.
 - D. Provide periodic reports, but not less than quarterly, regarding services provided and costs for providing such services under this contract.
 - E. Maintain records of the actual cost for providing services to SCBH to help establish future contract costs.
 - F. Prepare and submit a proposed annual budget for the upcoming year to the SCBH no later than August 1st.
 - G. Timely notify SCBH of proposed contract amendments or budget amendments.
 - H. Advise SCBH of proposed policy changes or additions in sufficient time to allow SCBH to review the policies and accept the policy before they are applied to Skamania County.
 - I. Fees for Skamania County clinical or personal health services shall be consistent with CCHD fees. Fees for environmental health services for Skamania County shall be based on Skamania County costs and projected service units. CCHD will advise SCBH of any proposed fee changes or additions in sufficient time to allow SCBH to review and accept the fees before they are applied to Skamania County. Skamania County reserves the right to subsidize any or all fees charged to Skamania County residents provided that the fee and the subsidy is consistent with the fee schedule for the service provided as outlined in this section.
 - J. Provide qualified staff, as specified by Washington State Department of Health or CCHD standards, to conduct the public health services and administrative functions.
 - K. Advise Skamania County and its public officials, agents and employees regarding the laws, status, new developments and opportunities affecting public health, as appropriate.

5. **PRICE AND PAYMENT TERMS:** This agreement shall be funded by local, state and federal funds, including but not limited to taxes, grants, fees, penalties and donations collected, secured or provided by the contracting agencies to provide public health services in Skamania County. Each Agency shall be responsible to provide through its budget the funds necessary to provide the services provided under this agreement. Clark County shall establish and maintain a budget to implement this Agreement.

- A. Skamania County will pay a fee to Clark County for its services in the amount of \$80,000 for 2005 and \$80,000 for 2006
- B. SCBH will generally subcontract or assign all grants and contracts from state and federal agencies for public health services in Skamania County to Clark County for services listed in Section 4. A. of this contract. Upon mutual agreement of the parties, SCBH may retain any administrative fee for administering the grant or contract received from outside sources.
- C. Within 30 days of receipt of payment from federal, state, or local governments, non-profit corporations or other entities providing funding for public health services in Skamania County, Skamania County will pay Clark County for public health services provided by CCHD.
- D. Skamania County shall pay Clark County quarterly payments equal to one quarter of the payment amount listed in 5. A. of this contract within 30 days of receipt of a complete and correct billing from CCHD.

6. **CONTRACT PERIOD:**

- A. This contract shall begin on January 1, 2005 and continue through December 31, 2006.
- B. The parties may enter into a new interlocal agreement. Per item #11, Skamania County shall notify Clark County no later than June 30, 2005 if it wishes to terminate this contract with Clark County for public health services beginning January 2006.
- C. In order to negotiate a timely contract for the January 2007 through December 2008 biennium, Skamania County shall confirm no later than June 30, 2006 its desire, or lack thereof, to enter into a new agreement on terms similar to the terms provided herein.

7. **ADMINISTRATOR**

Pursuant to RCW 39.34.030(4), CCHD's Director shall serve as the administrator under this agreement.

8. **INSURANCE:**

- A. Clark County shall maintain in effect during the term of this Agreement liability insurance in the amount of at least \$15,000,000 per incident and per occurrence. Said insurance shall provide coverage for CCHD, its public officials, agents and employees.
- B. Skamania County shall maintain in effect during the term of this Agreement liability insurance in the amount of at least \$15,000,000 per incident and per occurrence. Said insurance shall provide coverage for SCBH its public officials, agents and employees.
- C. In the event of non-renewal or cancellation of or a material change in the insurance coverage required, either party shall give thirty (30) days written notice to the other party prior to the effective date of cancellation, change or non-renewal.

9. **NONDISCRIMINATION:**

During the performance of this Agreement, both parties shall comply with the State of Washington Department of Social and Health Services Nondiscrimination Plan and with all federal, state, and local laws concerning discrimination. Requirements of the DSHS Nondiscrimination plan are hereby incorporated by reference, and include, but are not limited to:

- a. Nondiscrimination in Employment. Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.
- b. Nondiscrimination in Service Delivery. Neither party shall discriminate against any client, patient or user of service because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

10. **DISPUTE RESOLUTION:**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.

11. **TERMINATION:**

Should either party fail to comply with the terms of this Agreement, the other party may terminate the Agreement by giving sixty (60) days written notice provided the breaching party shall be permitted to cure the breach within thirty (30) days of notice of the breach. Either party may terminate the agreement with or without cause by giving the other party one hundred and eighty (180) days written notice. This agreement shall continue in full force and

effect during the enumerated notice periods. Clark County shall be entitled to full payment for services performed prior to termination.

12. **INDEPENDENT CONTRACTOR:**

Both parties shall act as independent contractors to the other for all services provided hereunder, and each party, its agents or employees shall not be deemed employees of the other party nor shall either party be deemed as participating in any other projects of the other party.

13. **CONFIDENTIALITY:**

SCBH recognizes that CCHD maintains patient health information and other proprietary information (collectively INFORMATION) that is valuable, special, and unique. SCBH will not divulge, disclose or communicate any manner of INFORMATION to any third party without prior written consent of CCHD. SCBH will protect the INFORMATION and treat it as strictly confidential. SCBH will abide by the requirements of 45 CFR, part 164.506, Standards for Privacy of Individually Identifiable Health Information, and RCW 70.02. A violation of this paragraph shall be considered a material violation of this agreement.

CCHD recognizes that it maintains patient health information and other proprietary information (collectively "INFORMATION") that is valuable, special, and unique. CCHD will not divulge, disclose or communicate any manner of INFORMATION to any third party without prior written consent of SCBH. CCHD will protect the INFORMATION and treat it as strictly confidential. CCHD will abide by the requirements of 45 CFR, part 164.506, Standards for Privacy of Individually Identifiable Health Information, and RCW 70.02, and will comply with the Business Associate Contract provision contained in Exhibit "A" attached hereto..

A violation of this paragraph shall be considered a material violation of this agreement.

14. **ASSIGNMENT:**

Except as provided herein, neither party may assign its duties and rights hereunder without the prior written consent of the other party.

15. **PROPERTY RIGHTS:**

All written reports and other documents prepared by CCHD in performance under this Agreement shall be the property of SCBH and CCHD. CCHD agrees to and grants SCBH the right to reproduce, use, disclose all or any part of any report, data, or other information generated pursuant to this agreement.

15. **INDEMNIFICATION:**

- A. Clark County shall indemnify, hold harmless, and defend Skamania County, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of Clark County in the execution, performance, or failure to perform under this Agreement.
- B. Skamania and Clark County shall indemnify, hold harmless, and defend Clark County, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, to the extent arising out of any act or omission of Skamania County in the execution, performance, or failure to perform under this Agreement.

16. ACQUISITION, HOLDING AND DISPOSITION OF ASSETS:

No property or assets shall be held jointly between the parties to this agreement. All property or assets acquired and utilized in furtherance of programs carried out by a party under this agreement shall be the property of that party. Upon the termination of participation of any party to this agreement, that party shall be entitled to retain that property set over to it pursuant to the terms of this paragraph free from all claims of any other party.

17. NOTICES:

| FOR CLARK COUNTY HEALTH DEPARTMENT: | FOR SKAMANIA COUNTY HEALTH DEPARTMENT: |
|--|---|
| <p>Notices should be sent to:</p> <p>2000 Fort Vancouver Way P.O. Box 98252 Vancouver, Washington 98666</p> <p>Phone: (360) 397-8215 E-mail: john.wiesman@clark.wa.gov</p> <p>All invoices should be sent to:</p> <p>Clark County Health Department Attn: Accounts Payable P.O. Box 9825 Vancouver, WA 98666</p> <p>All payments should be sent to:</p> <p>Clark County Health Department Attn: Finance Mgr.</p> | <p>Notices, invoices, and payments should be sent to:</p> <p>Skamania County Health Department Attn: Clerk of the Board of Health P.O. Box 790 Stevenson, Washington 98648</p> <p>Phone: 509-427-9447 e-mail: johnson@co.skamania.wa.us</p> |

| | |
|--------------------------------------|--|
| P.O. Box 9825 Vancouver, WA 98666 | |
|--------------------------------------|--|

Either party may change the address from time-to-time by providing written notice to the other in the manner set forth above. The postmark on any mailed notice shall be conclusively presumed to be the date of notice for purposes of this Agreement.

18. **ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in this Agreement or any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreement between the parties.

19. **MODIFICATION;**

No modification of this Agreement shall be effective unless it is made in writing and signed by both parties.

20. **SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, but by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. **WAIVER:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **APPLICABLE LAW:**

The laws of the State of Washington shall govern this Agreement.

DATED this _____ day of _____.

BOARD OF COUNTY COMMISSIONERS
OF SKAMANIA COUNTY, WASHINGTON

Albert E. McKee , Chairman

Robert M. Talent, Commissioner

Lawrence W. Quinn, Commissioner

ATTEST:

Pamela Johnson
Clerk of the Board

Date _____

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

BOARD OF COMMISSIONERS OF CLARK
COUNTY, WASHINGTON

Betty Sue Morris, Chair

Craig Pridemore, Commissioner

Judie Stanton, Commissioner

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM ONLY:

Prosecuting Attorney